

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE THE GSA SCHEDULE CONTRACT GS-07F-6099 WITH AHURA SCIENTIFIC, INC. FOR THE PURCHASE OF FIRST DEFENDER XLS3 ON BEHALF OF THE DEPARTMENT OF AVIATION IN AN AMOUNT NOT TO EXCEED \$39,000.00. ALL PURCHASED EQUIPMENT SHALL BE CHARGED TO AND PAID FROM FUND 5502 (AIRPORT REVENUE FUND), DEPARTMENT 240432 (SWAT/BOMB/CANINE SQUAD), EXPENDITURE 5421003 (NON-MOTORIZED EQUIPMENT), FUNCTIONAL ACTIVITY 3290000 (AIRPORT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") Department of Aviation, desires to purchase First Defender XLS3 to enhance the ability to identify explosive material, chemical weapon agents and toxic industrial chemicals within the airport and the City of Atlanta;

WHEREAS, pursuant to the City's Procurement and Real Estate Code of Ordinances §2-1604, the Chief Procurement Officer may procure supplies or services through any public procurement unit for the cooperative use of supplies or services under the terms agreed upon between the parties; and

WHEREAS, the General Manager of the Department of Aviation and the Chief Procurement Officer recommend utilizing the GSA Schedule Contract GS-07F-06099R with Ahura Scientific, Inc. for the First Defender XLS3.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Chief Procurement Officer is hereby authorized, pursuant to § 2-1604 of the City of Atlanta Code of Ordinances, to utilize the GSA Schedule Contract GS-07F-6099R with Ahura Scientific, Inc. to purchase the First Defender XLS3, for the Department of Aviation in an amount not to exceed \$39,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to prepare an appropriate contractual agreement.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from Fund 5502 (Airport Revenue Fund), Department 240432 (SWAT/BOMB/CANINE SQUAD), Expenditure 5421003 (Non-Motorized Equipment), Functional Activity 3290000 (Police).

BE IT FINALLY RESOLVED, that the contractual agreement will not become binding upon the City and the City will incur no liability until it has been approved by the Chief Procurement Officer and delivered to Ahura Scientific, Inc.

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Aviation with Ahura Scientific, Inc. in an amount not to exceed thirty nine thousand dollars and no cents (\$39,000.00). All contract work shall be charged to and paid from fund account and center number: 5502 (Airport Revenue Fund), 240432 (SWAT/Bomb/Canine Squad), 5421003 (Non-Motorized Equipment), 3290000 (Airport).

Council Meeting Date:

February 16, 2009

Legislation Title:

Resolution authorizing the Chief Procurement Officer to utilize the Federal GSA Contract #GS-07F-6099 with Ahura Scientific, Inc. for the purchase of the First Defender XLS3 on behalf of the Department of Aviation in an amount not to exceed thirty nine thousand dollars and no cents (\$39,000.00). All contract work shall be charged to and paid from fund account and center number: 5502 (Airport Revenue Fund), 240432 (SWAT/Bomb/Canine Squad), 5421003 (Non-Motorized Equipment), 3290000 (Airport).

Requesting Department:

Department of Aviation

Contract Type:

N/A

Source Selection:

Federal GSA Contract #GS-07F-6099

Bids/Proposals Due:

N/A

Invitations Issued:

N/A

**Number of Bids/
Proposals Received:**

N/A

Bidders/Proponents:

N/A

Justification Statement:

N/A

Background:	N/A
Fund Account Centers:	5502 (Airport Revenue Fund), 240432 (SWAT/Bomb/Canine Squad), 5421003 (Non-Motorized Equipment), 3290000 (Airport).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
 Approval:	
DOF:	
DOL:	
 Prepared By:	Patricia Lowe, Buyer
 Contact Number:	404.330.6583

[Home](#)[eBuy - quotes](#)[GSA Advantage - online shopping](#)[Help](#)

Search:

 all the words

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-6099R	Socio-Economic :	Small business
Contractor:	AHURA SCIENTIFIC INC.	Govt. Contracting Officer:	Nikkia S. Parish
Address:	46 JONSPIN RD WILMINGTON, MA 01887-1019	Phone:	817-574-2499
Phone:	(978)657-5555	E-Mail:	nikkia.parish@gsa.gov
E-Mail:	jlambert@ahurascientific.com		
Web Address:	http://www.ahurascientific.com		

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category	View Items Available
66	SCIENTIFIC EQUIPMENT AND SERVICES	GS-07F-6099R		Sep 29, 2010	615 5000 632 5	GSA Advantage! GSA Advantage!

**GENERAL SERVICES ADMINISTRATION
Federal Acquisition Service
Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driven database system. The Internet address for *GSA Advantage!* is: <http://www.fss.gsa.gov>.

**CHEMISTRY, BIOCHEMISTRY, CLINICAL INSTRUMENTS, GENERAL
PURPOSE LABORATORY INSTRUMENTS AND SERVICES
FSC GROUP 66, PART II, SECTION N**

CONTRACT NUMBER: GS-07F-6099R

For more information on ordering from Federal Supply Schedules click on the FAS Schedules button at <http://www.fss.gsa.gov>.

Period Covered by Contract:
September 29, 2005 THROUGH September 29, 2010

AhuraScientific

**AHURA SCIENTIFIC, INC.
46 Jonspin Road
Wilmington, MA 01887
978-657-5555 phone
978-657-5921 fax
Contract Administration: Jeanne Lambert**

..... General Services Administration

Supplement #**A009**, dated **July 17, 2008**.

Business Size: **Small**

Data Universal Number System (DUNS) number **11-289-3131**

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to request funds to purchase an First Defender XLS3 handheld Raman Spectrometer for identifying explosive compounds, chemical weapon ageants, and toxic industrial chemicals

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

This tool will allow bomb technicians to properly identify explosive compounds while securing Hartsfield-Jackson Atlanta International Airport against terriost related attacks with the use of improvised explovise divice.

3. If Applicable/Known:

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc): N/A

(b) Source Selection: N/A

- (c) Bids/Proposals Due: N/A
- (d) Invitations Issued: N/A
- (e) Number of Bids: N/A
- (f) Proposals Received: N/A
- (g) Bidders/Proponents: N/A
- (h) Term of Contract: N/A

4. Fund Account Center: 5502 240432 5421003 3290000

5. Source of Funds: **Example: Local Assistance Grant** City of Atlanta - Department of Aviation - Renewal and Extension Fund

6. Fiscal Impact: N/A

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: N/A

Examples:

- a. **Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.**
- b. **Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.**

This Legislative Request Form Was Prepared By: Sergeant Robert Bailey

Summary Quotation

Quotation #

March 26, 2008

To: Carlos Serrano
Atlanta Police Bomb Squad Airport Section
6000 North Terminal Parkway
Atlanta, GA 30020
USA

From: Ahura Scientific, Inc.
46 Jonspin Road
Wilmington, MA 01887
Bill Murphy
Sr. Homeland Security Specialist
bmurphy@ahurascientific.com

FEIN # 01 065 0031

	Product	Base Price	Disc%	Adj. Price	Qty	Extended
1	FirstDefender XLS3	\$39,000.00	0%	\$39,000.00	1	\$39,000.00
					Total	\$39,000.00

Description	
FirstDefender XLS3	The spectrometer comes with built in computer and Libraries of materials including certain Explosives, Chemical weapons, Toxic industrial chemicals, Toxic compounds, and Narcotics, 2 batteries, battery charger, AC power supply and shipping case. The unit conforms to Military specifications 810F for water and dust resistance and is shockproof when dropped from approximately 4 feet. The FirstDefender has been independently tested for its effectiveness against chemical weapons by the U.S. Army. The unit comes with On-site Training (expires 9 months from date of order) and a 3 year Service period covering product Warranty including next day loaner unit, 24/7 technical support, and Library and Software updates. The system includes the DecisionEngine 2.5 MX software for analysis on chemical mixtures. The FirstDefender XLS3 comes with Extended Libraries.

Delivery: 45-60 days ARO
Terms: Net 30
Shipping Terms: FOB Destination
This quote is valid for 30 days
Please fax orders to 978-642-1133

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer"

Unless otherwise expressly agreed in writing, all sales by Ahura Scientific, Inc. d/b/a Ahura Safety Corp. ("Ahura") are subject to the following terms and conditions:

General. These Ahura Scientific, Inc. Terms and Conditions, all Addenda hereto (if any) issued by Ahura, the accompanying sales quote issued by Ahura or its authorized representative (a "Sales Quote", and collectively, the "Agreement") shall exclusively govern Ahura's sale and license of Ahura products ("Products") to the initial purchaser (the Buyer"). Any additional terms or conditions (preprinted or otherwise) proposed by Buyer shall not become a part of this Agreement.

Price. Unless expressly stated otherwise in a Sales Quote, the price(s) for the Products will be those listed in the accompanying Sales Quote and expire thirty (30) days from the date thereof. Unless expressly stated otherwise in a Sales Quote, prices exclude all insurance, freight, federal, state and local taxes, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by Buyer within 30 days of invoice of the same by Ahura.

Shipment. All sales shall be F.C.A. (Incoterms 2000) shipping point. Title (except for software in which case Ahura shall retain title) and risk of loss shall pass to Buyer upon the earlier of delivery of the Products to the Buyer or a carrier for shipment to the Buyer. Ahura will use reasonable efforts to meet requested shipping dates, but will not be liable for any failure to do so. All shipments will be made at Buyer's risk.

Payments. Buyer will be invoiced at the time of shipment of each Product. Except as otherwise agreed in writing by Ahura, Buyer shall pay invoices in full within thirty (30) days of the date of invoice. All amounts not paid when due will accrue interest at the rate of .5% per month, or the maximum amount allowed by law, whichever is lower.

Limited Warranty.

Limited Warranty. The limited warranty set forth herein applies only to the Buyer, may be acted upon only by the Buyer, and may not be assigned, sold or transferred to any third party. Ahura warrants only to the Buyer that, for the applicable warranty period set forth below, the Product shall substantially conform to Ahura's published specifications as of the date of shipment. The warranty period shall be set forth in the applicable Sales Quotation for each Product. The limited warranty herein shall not apply to (i) any Product that has been customized, altered or repaired by any person or entity other than personnel of Ahura or personnel specifically authorized by Ahura, (ii) any Product that has been subjected to abuse, misuse, damage, neglect, or accident beyond Ahura's published limitations for the Product or other causes external to the Products (including, without limitation, environmental conditions and power conditions), (iii) use of the Product in combination with products or software not supplied by Ahura, (iv) any use or operation of the Product other than in accordance with Ahura's then-current published specifications and instructions for the Product, or (v) any non-conformities or defects notified by Buyer to Seller with respect to a Product after the expiration of the applicable warranty period for such Product.

Remedies. Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for a breach of this limited warranty shall be, at Seller's option, Seller's use of its commercially reasonable efforts to repair or replace the non-conforming Product. If Ahura is unable, after reasonable efforts, to repair or replace such substantially non-conforming Products, Ahura may, at its sole discretion, elect to refund of an amount not to exceed the actual payments received by Ahura for such Product(s). Buyer shall not return any Product to Ahura without an Ahura-issued RMA number. Shipping costs and the risk of loss for a returned Product shall be borne solely by Ahura, and Ahura shall assume the risk of loss while the Product is in the Ahura facility. Products that are repaired or replaced by Ahura

shall be covered by this limited warranty for the remaining warranty period for such Product.

Disclaimers. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCTS, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS, SERVICES RELATED THERETO OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCTS. AHURA EXPRESSLY DISCLAIMS ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL) WITH RESPECT TO THE RESULTS OBTAINED FROM THE PRODUCT. AHURA DOES NOT WARRANT THAT THE USE OF THE PRODUCT OR ITS RESULTS SHALL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability.

No Indirect Damages. IN NO EVENT SHALL AHURA (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE TO BUYER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THE PRODUCTS, MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS, SERVICES RELATED THERETO OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. BUYER ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ITS USE OF THE INFORMATION AND RESULTS OF THE PRODUCT.

Limited Direct Damages. AHURA (AND ITS SUPPLIERS' AND LICENSORS) LIABILITY ARISING OUT OF PRODUCTS, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS, SERVICES RELATED THERETO OR THE USE, RESULTS OR DISPOSITION OF THE PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE APPLICABLE PURCHASE PRICE PAID BY BUYER FOR THE APPLICABLE PRODUCT.

Intellectual Property; Software. No sale of any Product, and nothing in this Agreement, shall be construed as granting to Buyer any license or other proprietary or intellectual property right applicable to the Products. Buyer may not alter or remove, and shall abide by, any patent, trademark, copyright, trade secret, proprietary or other notice contained on or in the Products. Ahura (and its licensors) retain exclusive ownership of all title to all software installed in the Products ("Software"), notwithstanding anything to the contrary stated herein. Subject to the terms and conditions of this Agreement, Ahura grants to Buyer a royalty-free, non-exclusive license to use Software only as installed by Ahura in the Product hardware delivered hereunder and solely in accordance with use documentation provided by Ahura. The foregoing license is transferable only upon the resale of the Product in accordance with Section 9. Buyer shall not (a) modify, copy, enhance, make derivative works of the Software or (b) disassemble, decompile, reverse engineer or otherwise derive human readable code from the Software. Ahura shall have the right to terminate this license upon written notice to Buyer if Buyer fails to comply with any term or condition herein.

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer"

Ahura Scientific

Ahura Scientific, Inc.
46 Jonspin Road
Wilmington, MA 01887
978 657 5555
www.ahurascientific.com

March 26, 2008

Sgt. Carlos Serrano
Atlanta Police Bomb Squad Airport Section
6000 North Terminal Parkway
Atlanta, GA 30020
USA

Dear Carlos,

Ahura Scientific, Inc. is pleased to provide you with a quotation for the FirstDefender handheld Raman Spectrometer. The FirstDefender is a significant improvement in the field identification of unknown substances, drug precursors, narcotics, explosives, chemical weapon agents, and toxic industrial chemicals. Raman spectrometers have a number of features beneficial to HazMat and Law Enforcement. The FirstDefender can identify liquid and solid chemicals safely sealed in transparent and semi-transparent materials, including colored glass vials and plastic bags. The system can also be used in a point and shoot mode allowing materials on a surface to be interrogated without direct contact.

The package includes the DecisionEngine™ MX software. This software is an industry first mixture analysis capability that enables the FirstDefender systems to automatically, and reliably resolve mixtures of multiple components. DecisionEngine™ MX effectively increases the identification capability to billions of possible chemical mixtures.

The system weighs less than 4 pounds, is fully water proof to one meter, and has met MIL-STD-810F for shock and vibration. The FirstDefender has been independently tested by the Edgewood Chemical Biological Command (ECBC) for its effectiveness against chemical weapon neat agents and neat agents in the presence of interferents. It has been designed to be operated by personnel in full Level-A gear. A fully charged unit will run for up to five hours. The unit is supplied with a rugged carrying case, 1 additional rechargeable battery, and the accessories to operate the unit.

This quotation includes attached documentation to assist in the justification and purchase of the FirstDefender. If you have any questions please do not hesitate to contact me.

Sincerely,

Bill Murphy
Sr. Homeland Security Specialist
Direct: 727.249.9110

Last revision: 01/10/2008

Request for Sole Source/Brand Justification

Type: Sole Brand Justification, Sole Service Justification

Sole Source Manufacturer:
Ahura Corporation

Sole Source Service:
Ahura 24/7 support and Company specific instrument training

Sole Brand:	
Brand Name:	FirstDefender Raman Spectrometer
Model Number:	FirstDefender XLS3
Referenced Quote number from Vendor:	2005-JJ0057

1. Proposed Vendor:**a. Vendor Name and Address:**

Ahura Corporation
46 Jonspin Rd
Wilmington, Ma. 01887

b. Vendor Contacts:***POC/Product Specialist:***

William A. Murphy
PH: (727)-249-9110
FX: (805) 435-3657

Finance Dept.:

Kevin Knopp
PH: (978) 657-5555 xt. 100
FX: (978)642-1133

2. Attached supporting documentation

- a. Quote from Vendor / Manufacturer
- b. Company specific information
- c. Vendor Form W-9
- d. Vendor / Manufacturer sole source letter
- e. Relevant Certifications
 - i. Mil-Spec 810 Certification

3. Description of Product/Service: (Description/Name of brand/materials/services to be provided.)

The spectrometer comes with built in computer and Libraries of materials including certain Explosives, Chemical weapons, Toxic industrial chemicals, Toxic compounds, and Narcotics, 2 batteries, battery charger, AC power supply and shipping case. The unit conforms to Military specifications 810F for water and dust resistance and is shockproof when dropped from approximately 4 feet. The FirstDefender has been independently tested for its effectiveness against chemical weapons by the U.S. Army. The unit comes with On-site Training and a 3 year Service period covering product Warranty including next day loaner unit, 24/7 technical support, and Library and Software updates. The system includes the DecisionEngine 2.0 MX software for analysis on chemical mixtures. The FirstDefender XLS3 comes with Extended Libraries.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Finance/Executive

Chief of Staff Deadline: 1/27/09

Anticipated Committee Meeting Date(s): 2/11/09

Anticipated Full Council Date: 2/16/09

Commissioner Signature: 

Chief Procurement Officer Signature: 

CAPTION

A RESOLUTION AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE THE GSA SCHEDULE CONTRACT GS-07F-6099 WITH AHURA SCIENTIFIC, INC. FOR THE PURCHASE OF FIRST DEFENDER XLS3 ON BEHALF OF THE DEPARTMENT OF AVIATION IN AN AMOUNT NOT TO EXCEED \$39,000.00. ALL PURCHASED EQUIPMENT SHALL BE CHARGED TO AND PAID FROM FUND 5502 (AIRPORT REVENUE FUND), DEPARTMENT 240432 (SWAT/BOMB/CANINE SQUAD), EXPENDITURE 5421003 (NON-MOTORIZED EQUIPMENT), FUNCTIONAL ACTIVITY 3290000 (AIRPORT); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any) \$39,000.00

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 1/27/09 Ame Reviewed by: Ame 1/28/09
(date) (date)

Submitted to Council: _____
(date)